

IN THE CIRCUIT COURT OF
FRANKLIN COUNTY, ALABAMA

Haley White, Donovan Roberts, Hope)
Murnaghan, Prince AllahBeautiful,)
Christopher Ebersole, and Luke)
Whitney, individually and on behalf of)
all others similarly situated,)

Plaintiffs,

v.

Playstudios US, LLC.

Defendant.

Case No.: _____

CLASS ACTION COMPLAINT

1. This case is brought pursuant to the gambling laws of Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts against Playstudios US, LLC (“Defendant” or “Playstudios”). As will be explained below, the laws in the states forbid all unlicensed gambling in which players risk anything of value on a game of chance in an attempt to gain anything of value. In each of these states, free play or the right to continue playing a game without additional purchase is considered a thing of value that can be won.

2. These states also have laws that allow players who lose money at illegal gambling to recover that money. This action is a class action in which plaintiffs in Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts seek to

represent a class of people in each state that lost money playing Defendants' illegal gambling games.

PARTIES

3. Haley White is an adult resident citizen of Alabama. Ms. White downloaded and played one or more of Playstudios's gambling applications and spent money to purchase virtual currency within the apps.

4. Donovan Roberts is an adult resident citizen of Jefferson County, Kentucky. Mr. Roberts downloaded and played one or more of Playstudios's gambling applications and spent money to purchase virtual currency within the apps.

5. Luke Whitney is an adult resident citizen of Davidson County, Tennessee. Mr. Whitney downloaded and played one or more of Playstudios's gambling applications and spent money to purchase virtual currency within the apps.

6. Christopher Ebersole is an adult resident citizen of Stark County, Ohio. Mr. Ebersole downloaded and played one or more of Playstudios's gambling applications and spent money to purchase virtual currency within the apps.

7. Prince Imanifest Allah Beautiful is an adult resident citizen of Asbury Park, New Jersey. He downloaded and played one or more of Playstudios's gambling applications and spent money to purchase virtual currency within the apps.

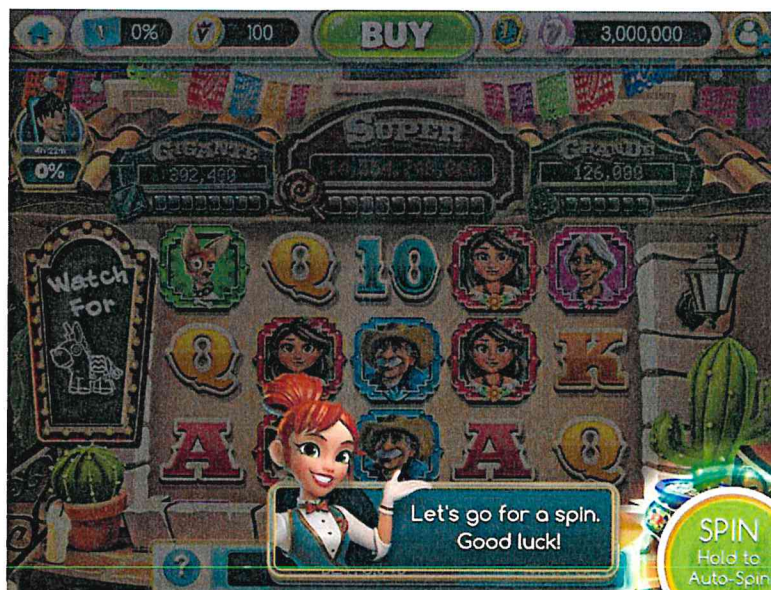
8. Hope Murnaghan is an adult resident citizen of Barnstable County, Massachusetts. Ms. Murnaghan downloaded and played one or more of

Playstudios's gambling applications and spent money to purchase virtual currency within the apps.

9. Defendant Playstudios US, LLC is organized under the laws of the state of Delaware with its principal place of business in Las Vegas, Nevada. It does business through its online applications throughout the United States, including in each of the six states home to plaintiffs in this action.

FACTUAL BACKGROUND

10. Playstudios makes available online games in smartphone apps. The apps at issue are myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo. Playstudios's apps offer casino-style games including slot machines. Below is a typical example of a game within these apps:



11. As defined by the laws of each of the six states at issue, the games in Playstudios's apps are games of chance. The outcome of a spin of the reels on these slot machines is determined by chance, rather than by the skill of the player, who can do nothing to affect this outcome.

12. Defendants' games provide players an initial allotment of virtual currency which can be risked on spins of the slot machines in an attempt to win additional virtual currency. Defendants' games also periodically provide additional virtual currency without purchase.

13. Once a player runs out of virtual currency, he or she can wait for additional currency to be given by the app, they can play a different game within the app, or the player can buy virtual currency. The only purpose of this currency is to be risked on spins of the slot machine reels in an attempt to win additional virtual currency. The player's goal is to continue to win enough additional virtual currency to continue playing the full functionality of the game without purchasing more virtual currency.

14. Each of the plaintiffs purchased virtual currency in Defendants' apps. They risked that virtual currency in an attempt to win additional virtual currency that would allow them to continue playing the game without additional purchases.

LEGAL FRAMEWORK

A. Alabama

15. Gambling is illegal in Alabama. The Alabama criminal laws pertaining to gambling are codified at Sections 13A-12-20 through 13A-12-92 of the Code of Alabama, 1975. The code defines gambling: “A person engages in gambling if he stakes or risks something of value upon the outcome of a contest of chance or a future contingent event not under his control or influence, upon an agreement or understanding that he or someone else will receive something of value in the event of a certain outcome.” Ala. Code § 13A-12-20(4) (1975).

16. The Alabama Code also contains a gambling loss recovery statute, which states:

(a) All contracts founded in whole or in part on a gambling consideration are void. Any person who has paid any money or delivered any thing of value lost upon any game or wager may recover such money, thing, or its value by an action commenced within six months from the time of such payment or delivery.

Ala. Code § 8-1-150.

B. Tennessee

17. Gambling is illegal in Tennessee and “contrary to public policy of this state.” Tenn. Code Ann. § 39-17-501(2). The code section goes on to define gambling as “risking anything of value for a profit whose return is to any degree contingent on chance, or any games of chance associated with casinos, including, but not limited to, slot machines, roulette wheels and the like.” Id.

18. The Tennessee Code also contains a gambling loss recovery statute, which states:

Any person who has paid any money, or delivered anything of value, lost upon any game or wager, may recover such money, thing, or its value, by action commenced within ninety (90) days from the time of such payment or delivery.

Tenn. Code Ann. § 29-19-104.

C. Kentucky

19. Absent specific exceptions made by the legislature, none of which is relevant here, gambling is illegal in Kentucky. Chapter 528 of the Kentucky Revised Statutes criminalizes promoting gambling, permitting gambling, and possession of gambling devices, including slot machines.

20. Kentucky also has a statute that authorizes the recovery of gambling losses, which states:

If any person loses to another at one (1) time, or within twenty-four (24) hours, five dollars (\$5) or more, or anything of that value, and pays, transfers or delivers it, the loser or any of his creditors may recover it, or its value, from the winner, or any transferee of the winner, having notice of the consideration, by action brought within five (5) years after the payment, transfer or delivery. Recovery may be had against the winner, although the payment, transfer or delivery was made to the endorsee, assignee, or transferee of the winner. If the conveyance or transfer was of real estate, or the right thereto, in violation of KRS 372.010, the heirs of the loser may recover it back by action brought within two (2) years after his death, unless it has passed to a purchaser in good faith for valuable consideration without notice.

K.R.S. § 372.020.

D. Ohio

21. Absent specific authorizations from the legislature not relevant here, gambling is illegal in Ohio. Section 2915.02 of the Ohio Revised Code prohibits, among other things, doing anything to “[e]stablish, promote, or operate or knowingly engage in conduct that facilitates any game of chance conducted for profit or any scheme of chance.” O.R.C. § 2915.02. The prior section defines a game of chance to include any game “in which a player gives anything of value in the hope of gain, the outcome of which is determined largely by chance.”

22. The Ohio Revised Code also contains a gambling loss recovery statute, which states:

If a person, by playing a game, or by a wager, loses to another, money or other thing of value, and pays or delivers it or a part thereof, to the winner thereof, such person losing and paying or delivering, within six months after such loss and payment or delivery, may sue for and recover such money or thing of value or part thereof, from the winner thereof, with costs of suit.

O.R.C. § 3763.02.

E. New Jersey

23. Absent specific authorization from the New Jersey Legislature of forms of gambling not relevant here, gambling is illegal in New Jersey. Section 2A 40-1 of the New Jersey Revised Statutes states that “[a]ll wagers, bets, or stakes made to depend upon any race or game, or upon any gaming by lot or chance, or upon any

lot, chance, casualty, or unknown or contingent event, shall be unlawful.” N.J.R.S. § 2A:40-1.

24. New Jersey’s Revised Statutes also contain a loss recovery statute, which states:

If any person shall lose any money, goods, chattels or other valuable thing, in violation of section 2A:40-1 of this title, and shall pay or deliver the same or any part thereof to the winner, or to any person to his use, or to a stakeholder, such person may sue for and recover such money, or the value of such goods, chattels, or other valuable thing, from such winner, or from such depository, or from such stakeholder, whether the same has been delivered or paid over by such stakeholder or not, in a civil action provided such action is brought within 6 calendar months after payment or delivery.

N.J.R.S. 2A:40-5.

F. Massachusetts

25. Absent specific exceptions created by the legislature that are not relevant here, gambling is illegal in Massachusetts. Section 5A of Chapter 271 of the Massachusetts General Law prohibits the creation, possession, and use of gambling devices, explicitly including “any so called ‘slot machine.’” M.G.L.A. Ch. 271, § 5A. Furthermore, Massachusetts case law explicitly includes free play as an item that can be won on such an illegal machine. Commonwealth v. Rivers, 82 N.E. 2d 216, 219 (Mass. 1948) (“It is the free play itself that is the ‘property of value’ however evidenced.”)

26. Massachusetts General Law also contains a gambling loss recovery statute which allows the recovery of gambling losses. It states:

Whoever, by playing at cards, dice or other game, or by betting on the sides or hands of those gaming, except for gaming conducted in licensed gaming establishments pursuant to chapter 23K or sports wagering conducted pursuant to chapter 23N, loses to a person so playing or betting money or goods, and pays or delivers the same or any part thereof to the winner, or whoever pays or delivers money or other thing of value to another person for or in consideration of a lottery, policy or pool ticket, certificate, check or slip, or for or in consideration of a chance of drawing or obtaining any money, prize or other thing of value in a lottery or policy game, pool or combination, or other bet, may recover such money or the value of such goods in contract; and if he does not within three months after such loss, payment or delivery, without covin or collusion, prosecute such action with effect, any other person may sue for and recover in tort treble the value thereof.

M.G.L.A. Ch. 137, § 1.

CLASS ALLEGATIONS

27. This multistate class action is maintainable pursuant to Rule 23 of the Alabama Rules of Civil Procedure. Each of the Plaintiffs seek to represent a class of individuals in their home state who lost money on Defendant Playstudios's gambling games. The class definitions follow.

28. Haley White seeks to represent a class composed of the following individuals:

All individuals who, in Alabama (as indicated by IP address information or other information reasonably available), spent money on Defendants' apps myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live,

myVEGAS Blackjack, and myVEGAS Bingo, between March 8, 2022 and the present.

29. Luke Whitney seeks to represent a class composed of the following individuals:

All individuals who, in Tennessee (as indicated by IP address information or other information reasonably available), spent money on Defendants' apps myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo, between November 12, 2022 and the present.

30. Donovan Roberts seeks to represent a class composed of the following individuals:

All individuals who, in Kentucky (as indicated by IP address information or other information reasonably available), spent money on Defendants' apps myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo, between July 5, 2018 through June 29, 2023.

31. Christopher Ebersole seeks to represent a class composed of the following individuals:

All individuals who, in Ohio (as indicated by IP address information or other information reasonably available), spent money on Defendants' apps myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo, between July 26, 2022 and the present.

32. Prince Imanifest AllahBeautiful seeks to represent a class composed of the following individuals:

All individuals who, in New Jersey (as indicated by IP address information or other information reasonably available), spent money on Defendants' apps myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo, between January 2, 2024 and the present.

33. Hope Murnaghan seeks to represent a class composed of the following individuals:

All individuals who, in Massachusetts (as indicated by IP address information or other information reasonably available), spent money on Defendants' apps myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo, between July 26, 2022 and the present.

34. Each of these classes satisfies the numerosity requirement of Rule 23(a)(1) of the Alabama Rules of Civil Procedure because joinder of all members of the classes is impractical. Each class has thousands of members in the respective states.

35. Likewise, each class satisfies the commonality requirement of Rule 23(a)(2) because there are questions of law and fact common to the class. These common questions include, at a minimum, whether Defendants' games violate the gambling laws of the respective states, whether Defendants' games are games of chance, and whether Defendants offer virtual currency for sale in its apps.

36. The proposed classes each satisfy the typicality requirement of Rule 23(a)(3) because the named plaintiffs' claims are typical of those of absent class

members. Each named plaintiff, like the other class members, spent money to obtain virtual currency that they risked on a game of chance in order to win more virtual currency and thus additional play and amusement.

37. The named plaintiffs will fairly and adequately represent these classes pursuant to Rule 23(a)(4). The named plaintiffs have no interests averse to the classes, and they have chosen competent and experienced Class Counsel with decades of experience litigating class claims.

38. Each of the named plaintiffs seeks to maintain this class action pursuant to Rule 23(b)(3) of the Alabama Rules of Civil Procedure, which requires that common issues predominate over individual ones and that class treatment be the superior method of resolving the controversy. Common questions of law and fact vastly predominate over individual questions in this case. In fact, the only individual question in any class member's claim is how much money they spent on the apps during the class period. The answer to that question is easily available in Playstudios's own records. Such damages questions, especially when easily answered, are generally held not to predominate over common issues in a case like this. Furthermore, class treatment is by far superior to individual litigation as a fair and efficient way to adjudicate this controversy.

39. We foresee no particular difficulties in managing this class action because the entirety of the information necessary to compensate class members for

their losses can be found within Playstudios's own records or the records of platforms.

CLAIMS FOR RELIEF

CLAIMS PURSUANT TO ALABAMA CODE SECTION 8-1-150 (brought by Haley White on behalf of the class described in ¶ 30)

40. Plaintiff Haley White incorporates by reference all of the factual averments of Paragraphs 1-41 of this Complaint as if fully set forth herein.

41. Plaintiff and the members of the class spent money purchasing virtual currency in Defendants' apps that they then gambled in an attempt to win more virtual currency.

42. As described above, the games in the apps are games of chance that violate Alabama law when played in this fashion in an attempt to win anything of value.

43. Section 8-1-150 of the Alabama Code authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the class are entitled to recover the money they spent on the virtual currency sold by Defendants.

CLAIMS PURSUANT TO TENNESSEE CODE SECTION 29-19-104 (brought by Luke Whitney on behalf of the class described in ¶ 31.)

44. Luke Whitney incorporates by reference all of the factual averments of Paragraphs 1-41 of this Complaint as if fully set forth herein.

45. Plaintiff and the members of the class spent money purchasing virtual currency in Defendants' apps that they then gambled in an attempt to win more virtual currency.

46. As described above, the games in the apps are games of chance that violate Tennessee law when played in this fashion in an attempt to gain anything of value.

47. Section 29-19-104 of the Tennessee Code authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the class are entitled to recover the money they spent on the virtual currency sold by Defendants.

CLAIMS PURSUANT TO K.R.S. § 372.020
(brought by Donovan Roberts on behalf of the class described in ¶ 32)

48. Plaintiff Roberts incorporates by reference all of the factual averments asserted in Paragraphs 1-41 of this Complaint as if fully set forth herein.

49. Plaintiff and the members of the class spent money purchasing virtual currency in Defendants' apps that they then gambled in an attempt to win more virtual currency.

50. As described above, the games in the apps are games of chance that violate Kentucky law when played in this fashion in an attempt to gain anything of value.

51. Section 372.020 of the Kentucky Revised Statutes authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the class are entitled to recover the money they spent on virtual currency in Defendants' apps.

**CLAIMS PURSUANT TO OHIO REVISED CODE SECTION 3763.02
(brought by Christopher Ebersole on behalf of the class described in ¶ 33)**

52. Plaintiffs Ebersole incorporates by reference all of the factual averments asserted in Paragraphs 1-41 of this Complaint as if fully set forth herein.

53. Plaintiffs and the members of the class spent money purchasing virtual currency in Defendants' apps that they then gambled in an attempt to win more virtual currency.

54. As described above, the games in the apps are games of chance that violate Ohio law when played in this fashion in an attempt to gain anything of value.

55. Section 3763.02 of the Ohio Revised Code authorizes Plaintiffs and the class to recover these losses. Under this statute, Plaintiffs and the class are entitled to recover the money they spent on virtual currency in Defendants' apps.

**CLAIMS PURSUANT TO NEW JERSEY REVISED STATUTES 2A:40-5
(brought by Plaintiff Prince Imanifest AllahBeautiful on behalf of the class
described in ¶ 34)**

56. Plaintiff AllahBeautiful incorporates by reference all of the factual averments asserted in Paragraphs 1-41 of this Complaint as if fully set forth herein.

57. Plaintiff and the members of the class spent money purchasing virtual currency in Defendants' apps that they then gambled in an attempt to win more virtual currency.

58. As described above, the games in the apps are games of chance that violate New Jersey law when played in this fashion in an attempt to gain anything of value.

59. Section 2A:40-5 of the New Jersey Revised Statutes authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the class are entitled to recover the money they spent on virtual currency in Defendants' apps.

**CLAIMS PURSUANT TO CHAPTER 137, SECTION 1 OF THE
MASSACHUSETTS GENERAL LAW
(brought by Plaintiff Hope Murnaghan on behalf of the class described in ¶
35)**

60. Plaintiff Murnaghan incorporates by reference all of the factual averments made in Paragraphs 1-41 of this complaint as if fully incorporated herein.

61. Plaintiff and the members of the class spent money purchasing virtual currency in Defendants' apps that they then gambled in an attempt to win more virtual currency.

62. As described above, the games in the apps are games of chance that violate Massachusetts law when played in this fashion in an attempt to gain anything of value.

63. Chapter 137, Section 1 of the Massachusetts General Law authorizes Plaintiff and the class to recover these losses. Under this statute, Plaintiff and the class are entitled to recover the money they spent on virtual currency in Defendants' apps.

PRAYER FOR RELIEF

Plaintiffs respectfully pray that this court:

1. Takes jurisdiction of this cause;
2. Certify the above classes pursuant to Rule 23(b)(3) of the Alabama Rules of Civil Procedure;
3. Appoint the undersigned as Class Counsel for all classes, and the named plaintiffs as class representatives as described herein;
4. Enter a final judgment against Playstudios awarding Plaintiffs and the members of the classes a refund of all money paid to purchase virtual currency in the illegal gambling games described herein;
5. Award Class Counsel reasonable attorneys' fees and expenses to be paid out of a judgment in favor of the class;
6. Award the named plaintiff a reasonable sum of money for her services in this case on behalf of the class, also to be paid out of the judgment in favor of the class;
7. Award interest and costs; and

8. Award any other relief to which the Court finds plaintiffs and the classes are entitled.

Filed this 20th day of November, 2025,

/s/ Jeffrey L. Bowling

Jeffrey L. Bowling
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